



Česká televize
Company VAT number: CZ00027383

and

DR
Company VAT number: VAT-no.: 62786515

Licence Agreement

number 00000427/2023

Subject matter of the agreement:
Price or value:
Date of execution:

Programme licence acquisition
43.900 EUR

LICENSE AGREEMENT

Between:

DR

Emil Holms Kanal 20, 0999 Copenhagen C, Denmark
VAT-no.: 62786515

(Hereinafter “Licensor”)

Contact person: [REDACTED]

E-mail: [REDACTED]

and

CESKA TELEVIZE

Public Company established by the Czech Television
Act. No. 483, 1991 Coll., having its registered office at:
Kavci hory, Na Hrebenech II 1132/4, 140 70 Praha 4,
Czech Republic
VAT-no.: CZ00027383

(Hereinafter “Licensee”)

Contact person: [REDACTED]

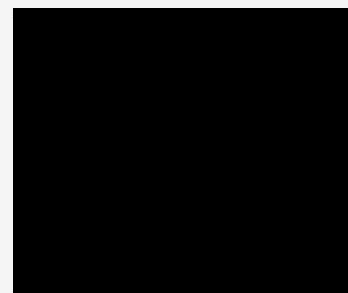
E-mail: [REDACTED]

Licensor hereby grants to Licensee certain rights in the Program(s) described hereunder and in Appendix A in accordance with the terms and conditions set out below and also in accordance with and subject to Licensor’s Standard Terms and Conditions which are attached hereto and incorporated as Appendix B of this license agreement (“the Agreement”).

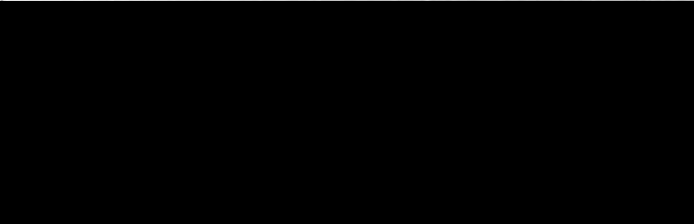


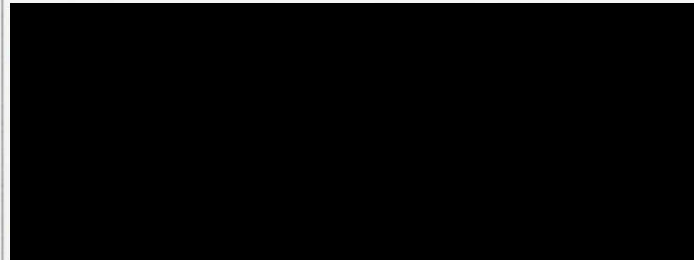
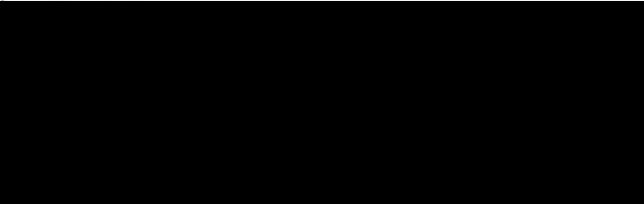
All appendixes mentioned in the Specific Terms are hereby incorporated and shall be considered as an integral part of this Agreement.

Any alterations and additions to the Standard Terms and Conditions shall be stated under “Special Provisions” in the Specific Terms.


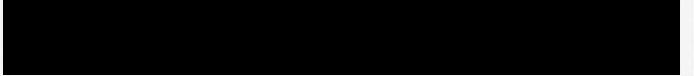
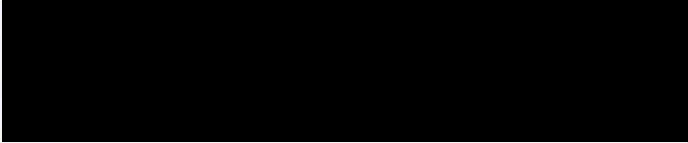
In the event of any conflict or inconsistency between the Specific Terms and the Standard Terms and Conditions, the Specific Terms will prevail unless expressly stated herein.

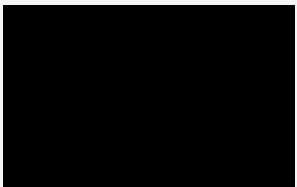


Specific Terms

<p>1. Program(s):</p>	<p>Title 1: The Hostage Takers Title 2: Wild and Wonderful Animals Title 3: Praying for Armageddon Title 4: Prisoner Title 5: The Killing 1-3</p>	
<p>2. Duration of Program(s):</p>	<p>Title 1: 96 minutes Title 2: 40 x 5 minutes Title 3: 96 minutes Title 4: 6 x 58 minutes Title 5: 40 x 58 minutes</p>	
<p>3. License Period:</p>		
<p>4. Territory:</p>		
<p>5. Licensed Rights in the Program(s):</p>	<p>As set forth in Appendix A - Program Rights No holdbacks.</p>	
<p>6. Licensed Language(s):</p>		
<p>7. Licensee Fee & Material Costs</p>	<p><u>License Fee:</u>  Total License Fees: <u>41.800 EUR</u></p> <p><u>Material Costs:</u>  Total Material Costs: <u>2100 EUR</u></p> <p>Total amount: (License Fee + Material Costs): <u>43.900 EUR</u></p>	
<p>8. Minimum Guarantee & Gross Receipts split (Licensor/Licensee)</p>	<p>Minimum Guarantee:</p>	<p>N/A</p>



<p>9. Payment Terms / invoicing details:</p>	<p>Payment of License Fee (41.800 EUR)</p>  <p>Payment of Material Cost (2100 EUR)</p>  <p><u>Invoicing details:</u> E-mail: faktury@ceskatelevize.cz</p> <p>It is hereby agreed that should the Licensor choose to deliver invoices by means of electronic mail, the Licensor shall be obliged to send PDF format invoices using his e-mail address to the e-mail address of the Licensee: faktury@ceskatelevize.cz. The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of the Licensee.</p> <p>The Licensor acknowledges to be the beneficial owner of the License Fee.</p> <p>Timely payment is conditioned upon receipt of the valid confirmation of Licensor's residency issued by the appropriate Tax Authority unless such valid confirmation has already been provided to the Licensee during the applicable year.</p> <p>The Licensor agrees that if applicable the Licensee may deduct the withholding tax under local laws and regulations in accordance to which the Licensee shall provide the Licensor with the relevant tax certificate as soon as is received.</p> <p><u>Licensee Fee and Material Costs shall be invoiced separately:</u> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES</p>	
<p>10. Delivery Materials:</p>	<p>Materials to be delivered no later than:</p> <p>Title 1 (The Hostage Takers): 22 March, 2024 Title 2 (Wild and Wonderful Animals): 1 June 2024 Title 3 (Praying for Armageddon): 1 June 2024 Title 4 (Prisoner): 1 October 2024 Title 5 (The Killing 1-3): 22 March 2024</p> <p>Delivery specifications: Delivery via Aspera</p> <p>HD digital files PAL 16:9 in original version + stereo M/E tracks (for documentary : texted version with opening and closing credits and captions, without subtitles + neutral backgrounds)</p> <p>Script in original version, Music Cue Sheet and available Publicity Materials to be sent free of charge</p>	
<p>11. Special Provisions:</p>	<p><u>Amendments to Standards Terms and Conditions (Appendix B)</u></p>  <p>The access to the language version shall be mutually agreed in separate agreement: Upon request of Licensor and payment by, Licensee delivers to Licensor within two (2) weeks after request a master of the requested version in broadcast as well as all required accompanying material (such as music cue sheets, postproduction sheets etc.).</p>	



Change for **paragraph 8.4:** Licensee is not entitled to make any deductions from the payments because of bank charges on Licensee's territory conversion costs, VAT, taxes, customs duties, other official charges and assessments nor expenses of delivery such as technical fees, freight, storage, customs, duties, insurance etc.

Change for **Paragraph 9.1:** Licensee shall inform Licensor in writing of the transmission date and audience ratings and market shares upon its request.

Change for **Paragraph 10.1:** Licensor represents and warrants the continued existence of all Licensed Rights being subject-matter of this Agreement for the duration of the Licence Period and in so far agrees to indemnify the Licensee against all third party claims raised against Licensee. However, Licensor does not guarantee the clearance of trademark rights of the name of the title(s) of the Program(s).

Change for **Paragraph 11.1:** Each Party shall be entitled to terminate this Agreement by written notice to the other Party if the other Party shall have committed any substantial breach of contractual obligations and have failed to remedy the same within 30 (thirty) days of receiving a written notice specifying the breach and requiring its remedy.

Notwithstanding the above, Licensor shall be entitled to terminate this Agreement at its sole discretion, with immediate effect upon notice to Licensee, in the event of; (i) Licensee exploits the Program(s) in any other way than specifically and expressly granted according to this Agreement, or (ii) Licensee attempts to make or makes any assignment, transfer or sublicense of the Agreement besides the right to assign specifically stated in the Specific Terms.

Front Page.

Subject matter as well as price, or value, on the front page of this Agreement has no normative meaning; it has been conducted solely for the purpose of publishing of this Agreement in line with Czech law.

Confidentiality.

The Parties agree that information in this Agreement highlighted in yellow is considered to be confidential (for example due to its trade secret nature) and neither contracting Party shall be authorized to disclose to any third party such information without the prior written consent of the other Party. This prohibition remains in effect after the performance of the Agreement is completed or terminated, with the exception of information: (i) that the Licensee provides to third parties within a regular scope in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion; (ii) that a contracting Party provides or makes public based on a legal regulation; and (iii) that a contracting Party provides to its specialist advisors and/or other associates equally bound by the legal and/or contractual duty of confidentiality. This Agreement shall be made public pursuant to legal provisions provided information highlighted in yellow shall be redacted.

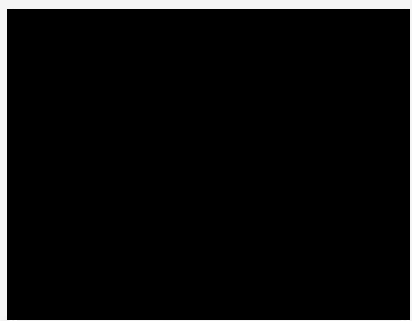
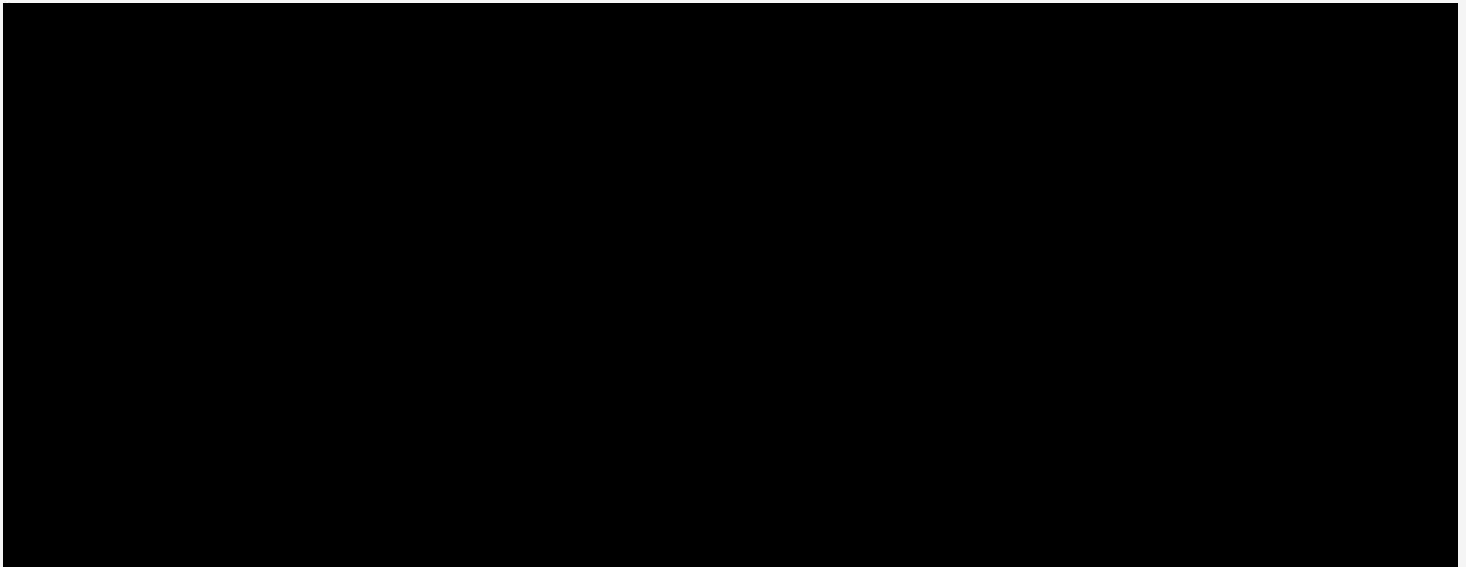
APPENDIX A – Program Rights

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[REDACTED]

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[REDACTED]

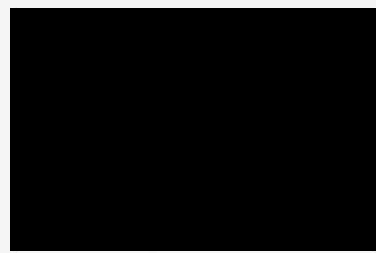
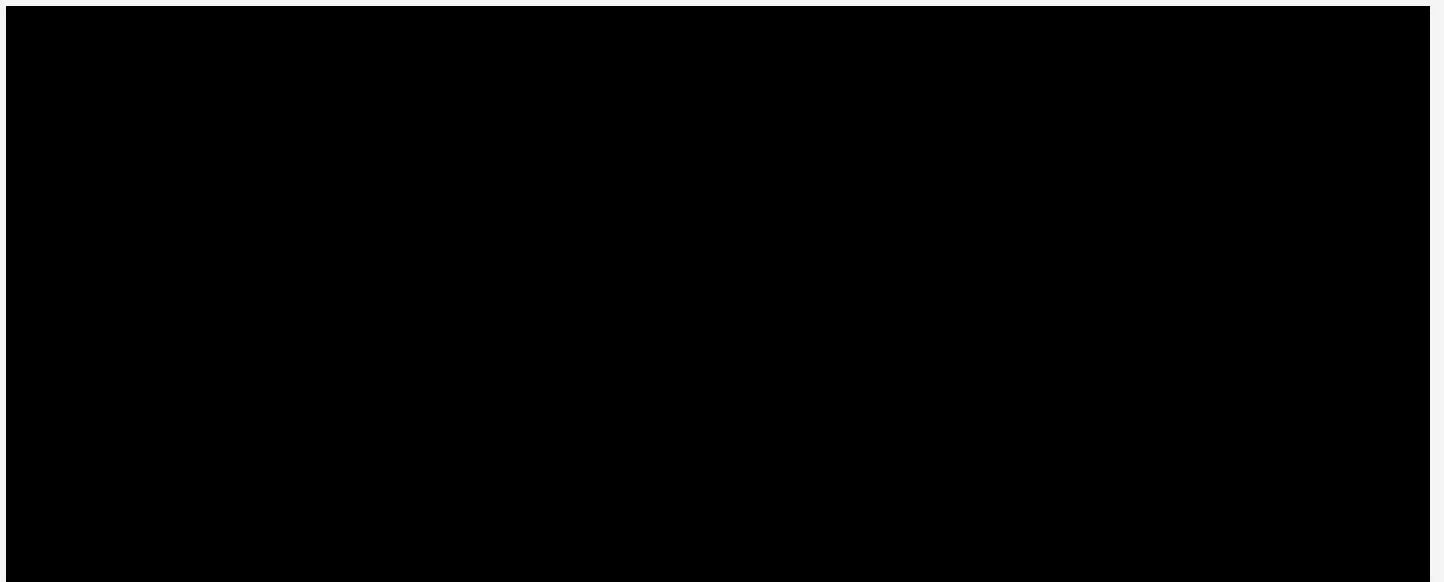
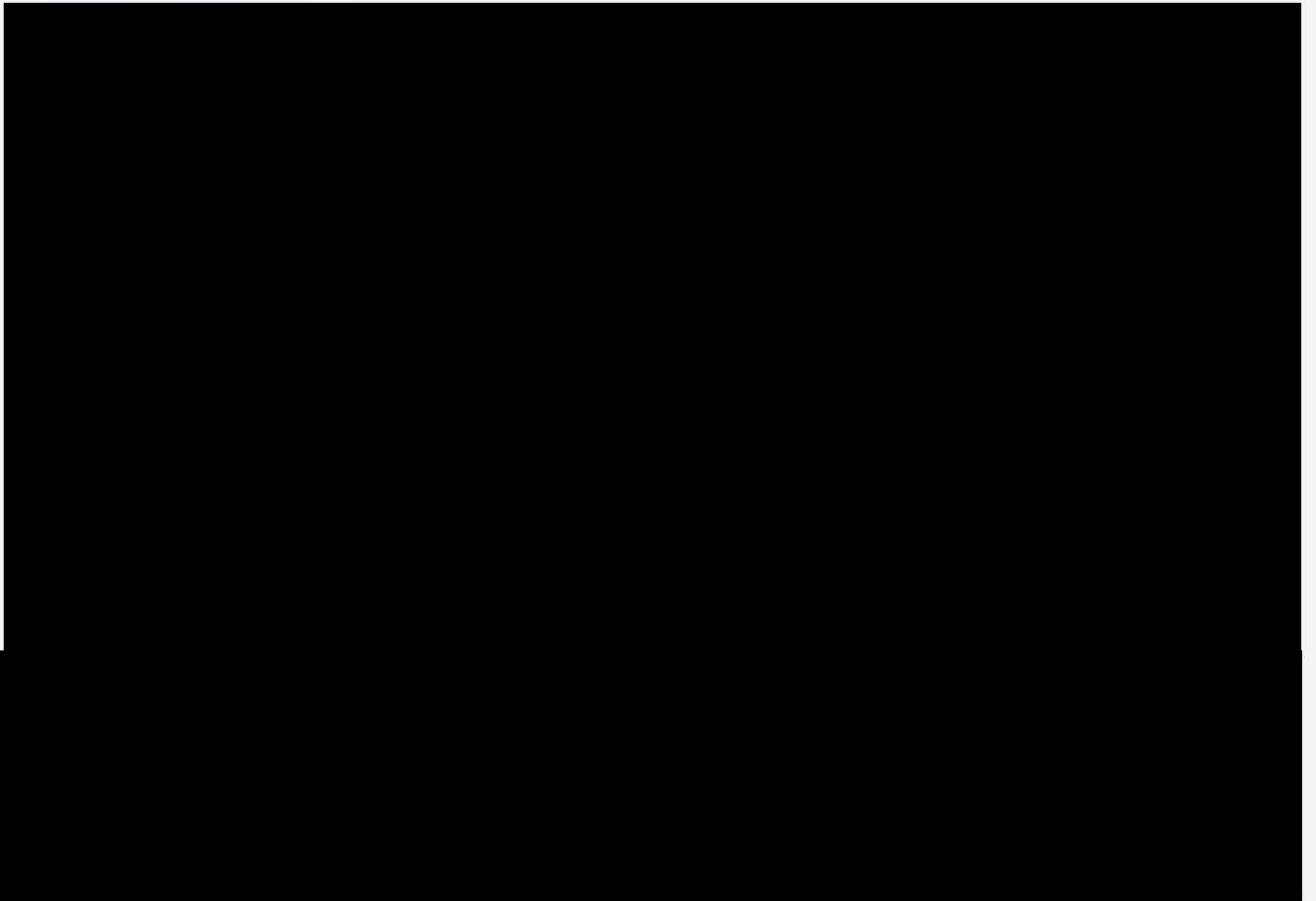
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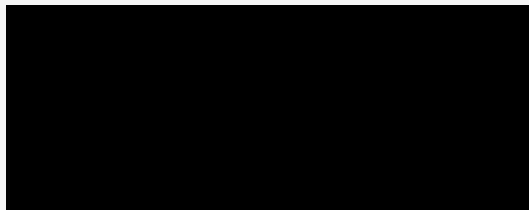
[REDACTED]

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Signatures, Specific Terms and Appendix A

<p>Accepted and agreed by Licensor:</p> <p>By: [Redacted]</p> <p>Name: Pernille Munk Skydsgaard</p> <p>Title: Executive Director</p> <p>Date signed:</p> <p>By: [Redacted]</p> <p>Name: Ella Glantz</p> <p>Title: Sales Manager</p> <p>Date signed: 24/4/2024</p>	<p>Accepted and agreed by Licensee:</p> <p>By: [Redacted]</p> <p>Name: Alena Blahosová</p> <p>Title: Head of Programme Acquisitions</p> <p>Date signed: 25-03-2024</p>
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APPENDIX B - Standard Terms and Conditions

Any alterations and additions to the Standard Terms and Conditions shall be stated under "Special Provisions" in the Specific Terms.

1. Definitions

1.1. Linear Television

- 1.1.1. "Television Right" shall mean the right to make the Program(s) available to viewers in private living places through linear television transmission terrestrially, via cable and/or satellite in digital and analogue form and by means of linear IP-transmission on the Licensed Channel(s).
- 1.1.2. "Free Television" means an unencrypted linear Television Right whereby the viewer does not pay a separate charge for the access to the Program(s). Charges for basic television services such as statutory fees or cable operator's fees shall not be considered as a separate charge for the purposes of this definition.
- 1.1.3. "Pay Television" means an encrypted linear Television Right whereby the viewer pays a separate charge for the access to the Program(s) other than charges for basic television services such as statutory fees or cable operator's fees.

1.2. Non-exclusive Catch-up

- 1.2.1. "Free Television Catch-up" means the non-exclusive right to make the Program(s) available to viewers in private living places in such a way that viewer may access the Program(s) on the Licensed platform at a time and a place individually chosen by them within the finite period after the Free Television transmission as granted in Appendix A, provided that the end user is not able to copy, store or otherwise download the Program(s) (other than temporarily in a cache).
- 1.2.2. "Pay Television Catch-up" means the non-exclusive right to make the Program(s) available in such a way that only subscribers of the linear Pay Television service may access the Program(s) at a time and a place individually chosen by them without charging a separate fee in addition to subscriber fees for the Pay Television service within the finite period after the Pay Television transmission as granted in Appendix A, provided that the end user is not able to copy, store or otherwise download the Program(s) (other than temporarily in a cache).
- 1.2.3. The catch-up service (Free Television Catch-up and/or Pay Television Catch-up) must be offered solely in conjunction with the linear television exploitation of the Program(s) by the Licensee (in other words, it cannot be offered as a standalone or a la carte service separate and apart from the linear exploitation of the Program(s)).
- 1.2.4. "Stacking" means the right to make all earlier aired episodes of the Program(s) available at any one time on the Licensed Platform in the finite Catch up-period of the last aired episode of the Program(s).

1.3. Video on demand (VOD)

- 1.3.1. "FVOD" (Free Video on Demand) shall mean the right to make the Program(s) available to viewers in homes and similar permanent living places on a VOD-service (the Licensed Platform) where the end user is not charged a separate fee for having access to such service or the Program(s), provided that the end user is not able to copy, store or otherwise download the Program(s) (other than temporarily in a cache). FVOD excludes AVOD, SVOD, TVOD, EST, Non-exclusive Catch-up and Television Rights.
- 1.3.2. "SVOD" (Subscription Video on Demand) shall mean the right to make the Program(s) available on an on-demand basis on a programming service which enables subscribers of such service, upon payment of a regular subscription fee (and not a per program or per exhibition) fee, to view any one of the programs listed on the programming service (the Licensed Platform) at the times of their choosing, provided that the end user is not able to copy, store or otherwise download the Program(s) (other than temporarily in a cache). SVOD excludes FVOD, AVOD, TVOD, EST, Non-exclusive Catch-up and Television Rights.
- 1.3.3. "AVOD" (Advertisement on Demand) shall mean the right to make the Program(s) available on an on-demand basis on a programming service (the Licensed Platform) which enables viewers to view any such program at the times of their choosing, where no charge is made and where advertising is inserted in connection to the program, prior to and/or during the exhibition of such program (which may include sponsorship messages) inserted by the service provider. AVOD excludes FVOD, SVOD, TVOD, EST, Non-exclusive Catch-up and Television Rights.

- 1.3.4. “TVOD” (Transactional Video on Demand) shall mean the right to make the Program(s) available on a VOD basis (the Licensed Platform) whereby the end user is enabled to retain a temporary copy of the Program(s) for viewing during a finite, pre-determined period only, upon payment of a separate fee (i.e. per series or episode) that is neither subsidized nor otherwise discounted by the purchase of other products, services or promotions. TVOD excludes FVOD, SVOD, AVOD, EST, Non-exclusive Catch-up and Television Rights.
- 1.3.5. “EST” (Electronic-Sell-Through) shall mean the right to make the Program(s) available on a VOD basis (the Licensed Platform) whereby the end user is enabled to retain a permanent copy of the Program(s) for viewing during an indefinite period, upon payment of a separate fee (i.e. per series or episode) that is neither subsidized nor otherwise discounted by the purchase of other products, services or promotions. EST excludes FVOD, SVOD, TVOD, AVOD, Non-exclusive Catch-up and Television Rights.

1.4. Gross Receipts

- 1.4.1. “Gross Receipts” shall mean all monies received by Licensee on a continuous basis from the exploitation of the Program(s) by Licensee, such as from exhibitors, retailers, broadcasters, VOD service providers, VOD retail stores etc., less VAT or similar taxes.

2. Grant and scope of rights

- 2.1. Licensor hereby grants to Licensee the right to exercise the licensed rights in the Program(s) in the Licensed Language within the Territory during the License Period, in accordance with the terms and conditions set forth in this Agreement, hereunder but not limited to timely and full performance by Licensee of the payment obligations regarding the License Fee and – if applicable – the Material Costs, Minimum Guarantee and Licensor’s split from the Gross Receipts.
- 2.2. Rights granted by Licensor in this agreement are only granted to the primary broadcast/exploitation of the Program carried out by the Licensee in terrestrial networks, cable networks, via satellite, IP networks, mobile networks, mobile platforms or any other form of network or platform. For the avoidance of doubt the grant of rights to Licensee does not encompass the rights to retransmission in any form or shape of the Program(s) by a third party (i.e. other entity than Licensee) in cable networks, via satellite, IP networks, mobile networks, mobile platforms or any other form of network or platform. However, retransmission of the Program(s) within the Territory(ies) in accordance with National legislation and/or in accordance with a system for making payment to right holders through a collecting society clearing the necessary rights to retransmission, shall not be a breach of this Agreement.
- 2.3. With regard to any exploitation of the rights granted hereunder by means of IP, Licensee shall ensure that the territorial limitation is secured by geo-blocking systems preventing end users from outside the territory from accessing the Program(s) and ensures that high quality technological safeguards applies in order to restrict copying and/or downloading or other unauthorised use or retransmission of the Program(s). Notwithstanding anything to the contrary provided for herein, nothing in this agreement shall restrict or limit Licensee from complying with EU Regulation 2017/1128 of June 14th, 2017. However, Licensor does not authorise the provision of, access to and use of the licensed content under this regulation without verification of the subscriber’s state of residence (= the Territory).
- 2.4. Licensee shall exploit the Program(s) in its entirety and exactly as delivered to Licensee. However, Licensee have the following non-exclusive additional rights:
- 2.4.1. The right to make minor cuts or broadcast on a non-continuous basis for the following purposes: (i) commercial insertions, and/or (ii) censorship requirements *provided*, however that Licensee shall in no event cut or alter the main or end titles or any part thereof, or the copyright notice, or the credits or impair the integrity or meaning of the original Program(s).
- 2.4.2. The right to dub the Program(s) (excluding the lyrics and recording of the underlying music), make subtitles and make voice overs at Licensee’s own cost within the limits of the Licensed Language, whereas the translated dialogues/subtitles and version shall have the same meaning as the dialogue in the language version delivered by Licensor.
- 2.4.3. The right to advertise, promote and publicise the Program(s) in the exercise of the Licensed Rights hereunder in any and all media and to authorise others to do so. Notwithstanding the foregoing, Licensee shall not make or permit to be made, in any advertising, publicity or otherwise, any statements which directly or indirectly expressly or by implication, (a) constitute or may be understood to be an endorsement

of any sponsor, product, article or service, the producer or copyright proprietor of the Program(s), any actor or actress appearing therein, the director or anyone else connected or associated with the Program(s), or the production or distribution thereof, or (b) indicate or may be understood as indicating that any such person is connected or associated with or is employed or engaged by Licensee or any sponsor. Any advertising or publicity referring to such person shall be limited to and shall indicate that such person appears in or rendered services in connection with the Program(s).

- 2.4.4. The right to broadcast excerpts of the Program(s) for advertising purposes provided that no such broadcast shall exceed three (3) minutes in length.
- 2.5. The Licence Period will cease automatically with regard to Television Rights immediately upon the last permitted broadcast and catch-up run under this Agreement;
- 2.6. In no event shall Licensee have rights to license the Program(s) as part of a package together with other series/films/programs.
- 2.7. Upon expiry of the License Period all Licensed Rights automatically revert to Licensor.

3. Rights reserved by Licensor

- 3.1. Any and all rights in the Program(s) not expressly licensed to Licensee under this Agreement are reserved by Licensor. Licensor remains exclusively entitled to exploit all rights in the Program(s) during the Licence Period without any restriction in all media, and also in the Territory unless the rights have been exclusively licensed to Licensee.
- 3.2. Expressly reserved by Licensor is further the exploitation of all language versions including the Licensed Language (to the extent not exclusively licensed to Licensee) in the Territory in all media concurrently with the Licence herein granted to Licensee without limitation and restriction whatsoever.
- 3.3. Licensor remains exclusively entitled to exploit excerpts and/or elements of the Program(s) unlimited in length in all languages in all media in the Territory during the License Period.
- 3.4. For the avoidance of doubt, Licensor grants no holdback to Licensee against any exploitation of any related Program(s) (e.g. subsequent series, sequels, prequels, remakes, spin-offs and the like).

4. Licensee's right to assign

- 4.1. Unless expressly approved in the Specific Terms, Licensee shall not be entitled to assign, sublicense and/or transfer any of the Licensed Rights and other rights under this Agreement. To the extent EST rights have been licensed to Licensee, sublicensing in regular EST exploitation is allowed.
- 4.2. If Licensee is allowed to assign any of the Licensed Rights or parts thereof according to the Specific Terms Licensee shall
 - (i) be required to impose to the sub-licensee(s) all obligations, limitations (e.g. but not limited to any limitations regarding the Scope of Rights granted to Licensee) and all other conditions under this Agreement. However, Licensee will remain fully responsible and liable towards Licensor for the full performance of all of its obligations under this Agreement. Nevertheless, Licensee warrants to Licensor the compliance by sub-licensee(s) with the provisions of this Agreement and shall fully indemnify Licensor in this respect; and
 - (ii) as of now and to the final invoice amount assign to Licensor all claims against its sub-licensee(s) or against third parties that accrue to it from such sublicense in order to provide security for Licensor's claims. Licensee shall remain authorized to collect such sums due after assignment of the respective claim. The authority of Licensor to collect such sums due by itself shall not be affected thereby.

5. Performing Rights / Collecting Societies

- 5.1. Licensee undertakes to secure all performing rights licenses necessary for the exploitation of the Licensed Rights of each musical composition (petit droit) and commercial phonograms contained in the Program(s) and to make returns to the appropriate collecting society(ies) or to any other authorised intellectual property collecting body(ies) in a form acceptable to such society(ies) or body(ies) and for this purpose Licensor shall supply a music cue sheet with the Program(s). Any and all rights and claims administered by such collecting societies in the Territory shall be excluded from the grants of rights. Licensee will clear these claims and/or rights at its own costs and will indemnify Licensor against all third party claims regarding these rights.
- 5.2. Licensee is obliged to specify to the collecting societies in the Territory the local title of the Program(s) and the original title.

6. Licensor's access to voice overs, dubbings and/or subtitles created by Licensee

6.1. In the event Licensee is granted the right to create language versions, such as voice over, dubbings and subtitles in accordance with this Agreement, Licensee is obliged to grant Licensor access to these versions for an amount equivalent to no more than 50% of the documented production costs of the version(s). Commencing upon completion of said version(s) by Licensee, Licensee grants to Licensor the non-exclusive right to exploit such version(s) worldwide in perpetuity for/in any and all media without restriction. Upon request of Licensor and payment by, Licensee delivers to Licensor within two (2) weeks after request a master of the requested version in broadcast as well as all required accompanying material (such as music cue sheets, postproduction sheets etc.). Licensee is obliged to contact Licensor and offer the created language versions on the terms above, before deletion of the created language versions.

7. Material and Delivery

7.1. Delivery Materials are specified in the Specific Terms.

7.2. Within thirty (30) days of receipt by Licensee of the Delivery Materials, Licensee undertakes to technically examine all Delivery Materials promptly and shall further examine whether the Delivery Materials are complete. If it shall be determined that said materials are not physically suitable for transmission, Licensee shall, prior to the expiration of such thirty (30) day period, provide Licensor with a written technical report specifying in detail the nature of any such claimed defect. Licensor shall within reasonable time replace such defective materials. Failure to notify Licensor in writing of any claimed defect prior to the expiration of the aforementioned thirty (30) days period shall be deemed acceptance of the materials so delivered.

7.3. Legal ownership of and title to all the Delivery Materials will remain with Licensor subject to Licensee's right to use such Delivery Materials under this Agreement. Licensee will exercise due care in safeguarding all Delivery Materials and will assume all risk for their theft or damage while they are in Licensee's possession.

7.4. Licensee agrees that it will not cause, authorise or permit the duplication or copying of the Program(s), of the sound track thereof or any part thereof.

7.5. Licensee will pay for all Delivery Materials (material costs to be stated in the Specific Terms). All costs in connection with the Delivery (including, without limitation, shipping charges, import fees, duties, brokerage fees, storage charges and related charges) will be Licensee's sole responsibility.

7.6. Any exploitation of the Program(s) shall be considered as acceptance of the Delivery Materials.

8. Payment

8.1. In consideration of the rights granted herein, Licensee agrees to pay Licensor, in full, all amounts in this Agreement. The amounts shall be due and payable at the time or times specified in the Specific Terms.

8.1.1. To the extent TVOD and EST rights have been licensed to Licensee, Licensee shall pay to Licensor the Minimum Guarantee stated in the Specific Terms. The Minimum Guarantee shall mean an amount paid in advance on Licensor's split deriving from all revenues of Licensee's sale of TVOD rights and/or EST rights in the Program(s) granted under this Agreement. Thus, The Minimum Guarantee is non-refundable but fully recoupable against Licensor's split.

8.2. All payments shall be made by transfer to the bank account stated in the invoices issued by Licensor. All Invoices are subject to the rules of reverse charge.

8.3. All payments required to be made under the terms of this Agreement shall be made within the time and manner aforesaid regardless of whether or not Licensee shall have exploited the Program, it being intended and agreed that the time within which Licensee shall be required to make payment in accordance with the terms hereof is of the essence of this Agreement and any failure to do so on the part of Licensee shall constitute a default hereunder.

8.4. Licensee is not entitled to make any deductions from the payments because of bank charges, conversion costs, VAT, taxes, customs duties, other official charges and assessments nor expenses of delivery such as technical fees, freight, storage, customs, duties, insurance etc.

8.5. Licensee will reimburse Licensor for all taxes, customs duties and/or other official charges and assessments within the Territory that Licensor may be required to pay in conjunction with the Agreement or the Licensee will remit directly to the authorities involved all such official sum as may be required by said authorities in the Territory. If no legal obstacles prevent it, it is the responsibility of the Licensee to provide the authorities with all statements necessary in conjunction with such charges.

- 8.6. Acceptance of any payment by Licensor after its due date shall not constitute a waiver by Licensor of any other of its rights hereunder and by law.
- 8.7. No payment shall be deemed to have been made to Licensor unless and until the amount thereof has been received by and credited to the accounts aforesaid.
- 8.8. Failure to make payment at maturity shall automatically, and without prior notice of default, entail billing of interest at the one-month EURIBOR of the date of maturity plus one point if payment is made within 15 calendar days of the date of maturity or two point otherwise, the interest being due by virtue of the mere failure to make payment at maturity. The interest shall accrue from the date of maturity to the date of receipt of the payment by Licensee.

9. Reporting and notifications by Licensee and accounting

- 9.1. Licensee shall prior to each broadcast inform Licensor in writing of the transmission date. After the respective broadcast Licensee shall inform Licensor in writing of audience ratings and market shares.
- 9.2. Upon Licensor's written request, Licensee shall provide Licensor with usage information in connection with the exploitation of the Programs on Licensee's platforms (regarding individual demands (e.g. in connection with VOD-exploitation)).
- 9.3. Licensee shall provide Licensor with written reports including sales reports detailing sales figures/data of VOD sales of the Program(s) (the "Gross Receipts Reports").
 - 9.3.1. The Gross Receipts Reports shall always include the exact number of VOD sales of the Program(s) as well as Licensee's receipts from the sales and revenues.
 - 9.3.2. The first Gross Receipts Report shall include a period of one full quarter ending April 1st, July 1st, October 1st or January 1st, whichever date comes first. Gross Receipts Reports are due quarterly during the first year of the License Period, semi-annually thereafter. All Gross Receipts Reports shall be delivered to Licensor within thirty days from the end of the relevant accounting period.
 - 9.3.3. All Gross Receipts Reports shall be submitted in English and shall be accounted for in same currency as the Minimum Guarantee stated in the Specific Terms. All amounts shown to be payable to Licensor under the Gross Receipts Reports shall be paid by Licensee as stated in the Specific Terms (if not stated, then upon invoice issued by Licensor after receiving the Gross Receipts Reports).
- 9.4. Licensee shall keep the account records, reports and auxiliary data separate and in a careful manner in order to enable audit of income generated by Licensee's distribution measures in the Licence Territory and shall permit a representative of Licensor to audit and copy account records, reports, and supporting data at Licensee's headquarters during regular office hours, after providing adequate advance notice. Such audits shall take place at the costs of the Licensor, except in cases in which the audit or inspection of records determines that the amount that should have been paid to Licensor by Licensee under audit is at least five (5) % greater than the amount actually paid. In such a case, Licensee shall pay to Licensor the respective costs of the audit or inspection of records within ten (10) business days after having received a respective invoice.

10. Warranty and Indemnification

- 10.1. Licensor represents and warrants the continued existence of all Licensed Rights being subject-matter of this Agreement for the duration of the Licence Period and in so far agrees to indemnify the Licensee against all third party claims raised against Licensee. However, Licensor does not guarantee the clearance of the name of the title(s) of the Program(s).
- 10.2. Licensee undertakes to inform Licensor of any third party claim without delay. Licensee shall be required to support Licensor appropriately in defeating such claim or action.
- 10.3. Licensee shall be liable to Licensor for any abusive or excessive use of the Licensed Rights and/or of the Delivery Materials and/or for the non-observance of all obligations stated hereunder and shall indemnify Licensor against all claims arising from such exploitation and/or non-observance. Such indemnity shall cover all costs of any legal defence that may become necessary. Licensee shall be required to make and cause to be made every effort necessary to defeat such third party claims. Notwithstanding the foregoing, Licensor shall be entitled but not required to take appropriate steps itself to defeat such claims.
- 10.4. Licensee acknowledges that it may be subject to overspill (terrestrial/satellite) of the Program(s) within the Territory from other broadcasters and/or Licensor and agrees that the occurrence of such overspill shall not constitute a breach of the exclusivity granted in this Agreement.

- 10.5. Licensor acknowledges that it may be subject to overspill (territorial/satellite) of the Program(s) outside the Territory occurred by Licensee's exploitation of its rights granted in this Agreement. Licensee warrants, however, that it will not broadcast the Program(s) by any means from within the Territory where the broadcast is primarily intended for reception outside the Territory. Nor will Licensee promote, sell, rent, export or authorise the sale, rental or export of decoders for such encryption outside the Territory.
- 10.6. Neither party shall be liable to the other for any failure to perform any of its obligations hereunder resulting from any strike, labor dispute, or other causes beyond the control of the parties (each an event of "Force Majeure") and such performance shall be excused to the extent that it is prevented by reason of any of the foregoing conditions. This shall not apply to any payments required to be made by Licensee to Licensor hereunder. In the event of an event of Force Majeure lasting more than ninety (90) days in the aggregate, Licensor shall be free to terminate this Agreement upon thirty (30) days written notice to Licensee.

11. Breach and termination

- 11.1. Licensor shall be entitled to terminate this Agreement and claim all of Licensee's payment obligations under this Agreement upon written notice to Licensee, at its sole discretion, in the event of;
- (i) Licensee breaches any material term of this Agreement, such as the payment of any sums payable in accordance with clause 4 and/or exploitation of the Program(s) as specified in clause 2 of the Standard Terms and Conditions, if such breach has not been cured within a period of seven (7) days, or
 - (ii) Licensee breaches any of its warranties or obligations hereunder and such breach has not been cured within seven (7) days of receipt of written notice outlining such breach and requiring it to be cured, or
 - (iii) Licensee becomes insolvent or unable to pay its debts as they become due; makes an assignment for the benefit of its creditors, acquiesces in the filing of petition (voluntary or involuntary) of bankruptcy, liquidation or dissolution, appointment of a receiver, trustee or liquidator, distress or other forced sale of a substantial part of its assets or seeks the protection/takes advantage of any applicable bankruptcy or insolvency law and is not discharged or cured within seven (7) days, or
 - (iv) Licensee loses its broadcast license pursuant to an action of any duly constituted governmental, judicial, legislative authority or for any other reason and fails to regain its license within seven (7) days.

Notwithstanding the above, Licensor shall be entitled to terminate this Agreement at its sole discretion, with immediate effect upon notice to Licensee, in the event of;

- (i) Licensee exploits the Program(s) in any other way than specifically and expressly granted according to this Agreement, or
- (ii) Licensee attempts to make or makes any assignment, transfer or sublicense of the Agreement besides the right to assign specifically stated in the Specific Terms.

12. Applicable law and jurisdiction

- 12.1. This Agreement shall be interpreted, governed and construed in accordance with the laws of Denmark (without giving effect to the choice of law principles thereof).
- 12.2. Licensee shall be entitled to commence legal proceedings against Licensor solely in the courts of competent jurisdiction located in Denmark. Licensor shall be entitled, at its sole opinion, to commence legal proceedings in the Territory, and/or any portion thereof, and/or in Denmark.

13. Miscellaneous

- 13.1. Nothing contained in this Agreement shall be interpreted as constituting a partnership, joint venture, agency or other similar relationship between the parties and neither party shall have authority to bind the other in any manner whatsoever unless otherwise expressly provided in this Agreement.
- 13.2. This Agreement is complete and embraces the entire understanding between the parties, all prior understandings, either oral or written having been merged herein.
- 13.3. This Agreement may not be altered or modified except in writing. There are no oral supplements to this Agreement.
- 13.4. If any provisions of this Agreement shall be held to be void or unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect.

- 13.5. In connection with this Agreement, each of Licensee and Licensor may be exposed to and will be furnished with certain non-public information relating to each other's plans for certain productions and services which are confidential. Each of Licensee and Licensor shall keep confidential and not reveal or disclose any of said information, material and/or data and/or the terms of this Agreement, or any agreement Licensee enters into pursuant to this Agreement, during the License Period or thereafter to any third party. Neither Licensee nor Licensor shall disclose or make known to any third party, directly or indirectly, the interest of the other in this Agreement.
- 13.6. In the event of any conflict or inconsistency between the Specific Terms and the Standard Terms and Conditions, the Specific Terms will prevail unless expressly stated herein.

Signatures, Standard Terms (appendix B)

Accepted and agreed by Licensor:	Accepted and agreed by Licensee:
By: [Redacted]	By: [Redacted]
Name: [Redacted]	Name: [Redacted]
Title: <i>Exec. Director</i>	Title: [Redacted]
Date signed: <i>29/4/24</i>	Date signed: <i>25-03-2024</i>
By: [Redacted]	
Name: [Redacted]	
Title: <i>Sales Manager</i>	
Date signed: <i>24/4/2024</i>	

